



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 7, 2003

IN REPLY PLEASE

REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CENTRAL AVENUE, ET AL.
CITIES OF COMPTON AND HAWTHORNE-COUNTY COOPERATIVE
AGREEMENTS
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative agreements with the Cities of Compton and Hawthorne for a project to resurface and reconstruct the deteriorated roadway pavement on Broadway from El Segundo Boulevard to Alondra Boulevard, Central Avenue from 137 feet north of 121st Street to 120 feet south of 131st Street, Central Avenue from 500 feet north of Rosecrans Avenue to Rosecrans Avenue, El Segundo Boulevard from Crenshaw Boulevard to 20 feet east of Vermont Avenue, Rosecrans Avenue from Broadway to San Pedro Street, and Rosecrans Avenue from Avalon Boulevard to 67 feet west of Central Avenue. These streets are jurisdictionally shared between the County and Cities of Compton, Gardena, and Hawthorne. The agreements provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Compton, Gardena, Hawthorne, and the County to finance their respective jurisdictional shares of the project cost. Your Board executed City of Gardena-County Cooperative Agreement No. 73934 on March 7, 2002, for this project. The total project cost is currently estimated to be \$3,490,000 with the City of Compton's share being \$150,000, the City of Gardena's share being \$684,000, the City of Hawthorne's share being \$192,000, and the County's share being \$2,464,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and Cities of Compton, Gardena, and Hawthorne propose to resurface the deteriorated roadway pavement on Broadway from El Segundo Boulevard to Alondra Boulevard, Central Avenue from 137 feet north of 121st Street to 120 feet south of 131st Street, Central Avenue from 500 feet north of Rosecrans Avenue to Rosecrans Avenue, El Segundo Boulevard from Crenshaw Boulevard to 20 feet east of Vermont Avenue, Rosecrans Avenue from Broadway to San Pedro Street, and Rosecrans Avenue from Avalon Boulevard to 67 feet west of Central Avenue. These streets are jurisdictionally shared between the County and the Cities of Compton, Gardena, and Hawthorne. The work also includes the reconstruction of curb, gutter, sidewalk, driveways and cross gutters, and the construction of wheelchair ramps and bus pads. Your Board's approval of the enclosed agreements is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the aforementioned streets, residents of the Cities of Compton, Gardena, Hawthorne, and the County who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total construction cost is currently estimated to be \$3,490,000 with the City of Compton's share being \$150,000, the City of Gardena's share being \$684,000, the City of Hawthorne's share being \$192,000, and the County's share being \$2,464,000. Funding for this project is included in the 2003-04 Road and Proposition C Local Return Fund budgets.

The Honorable Board of Supervisors
August 7, 2003
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreements, which have been approved as to form by County Counsel, provide for the County to perform the preliminary engineering and administer the construction of the project with the County and the Cities of Compton, Gardena, and Hawthorne to finance their respective jurisdictional shares of the project cost. The City of Gardena-County Cooperative Agreement No. 73934 was executed by your Board on March 7, 2002.

ENVIRONMENTAL DOCUMENTATION

On March 19, 2002, Synopsis 39, your Board made a finding that this project is categorically exempt from the provisions of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Broadway, Central Avenue, El Segundo Boulevard, and Rosecrans Avenue are on the County's Highway plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of each of the agreements, which have been approved by the Cities and approved as to form by County Counsel. Upon approval, please return the copies marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copies marked "COUNTY ORIGINAL" are for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office, County Counsel

A G R E E M E N T A N D A S S I G N M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF COMPTON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Central Avenue and Rosecrans Avenue are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Central Avenue from 137 feet north of 121st Street to 120 feet south of 131st Street and on Rosecrans Avenue from Avalon Boulevard to 67 feet west of Central Avenue including the reconstruction of curb, gutter, sidewalk, driveways, and cross gutters, and the construction of wheelchair ramps and bus pads, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT, which is called Central Avenue et al., includes work on the streets shown on Exhibit "A" and is jurisdictionally shared with CITY, City of Gardena, City of Hawthorne, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, City of Gardena, City of Hawthorne, and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, construction engineering, and contract administration as more fully set forth herein; and

WHEREAS, CITY is willing finance its jurisdictional share of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Four Hundred Ninety Thousand and 00/100 Dollars (\$3,490,000.00) with CITY'S share being One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), City of Gardena's share being Six Hundred Eighty-four Thousand and 00/100 Dollars (\$684,000.00), City of Hawthorne's share being One Hundred Ninety-two Thousand and 00/100 Dollars (\$192,000.00), and COUNTY'S share being Two Million Four Hundred Sixty-four Thousand and 00/100 Dollars (\$2,464,000.00); and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by assigning a portion of its available Federal Transportation Equity Act for the 21st Century Surface Transportation Program (STP) funds to COUNTY, currently estimated to be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00); and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance its jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph (3) d., below.
- b. To assign a portion of CITY'S available STP funds to COUNTY, currently estimated to be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), to finance its jurisdictional share of COST OF PROJECT.
- c. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- d. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- e. To obtain, if necessary, and grant COUNTY any temporary or permanent right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- f. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.

- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance its jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph (3) d., below.
- c. To accept CITY'S assignment of STP funds.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.

- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual quantities for PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, and required materials, detour, final signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- d. The final accounting of the actual total cost of PROJECT shall allocate said total cost between CITY, Cities of Gardena and Hawthorne, and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S jurisdiction shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total cost of PROJECT.

- e. That CITY'S total actual assignment of STP funds shall be an amount equal to its jurisdictional share of COST OF PROJECT, as set forth in paragraph (1) a., above, based on the final accounting.
- f. That if for some reason CITY'S available balance of STP funds is insufficient to finance CITY'S commitment, as set forth in paragraph (3) e., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available STP funds, the total will equal CITY'S jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
- g. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- h. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- i. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.

- j. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- k. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- l. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- m. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Dante Segundo
Director of Public Works
City of Compton
P.O. Box 205
Compton, CA 90220-3190

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

- n. Neither COUNTY nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work,

authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability up to an amount equal to be City's share of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- o. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability up to an amount equal to be City's share One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- p. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- q. It is understood that the provisions of Assumption of Liability Agreement No. 32053, between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF COMPTON on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF COMPTON

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney

EXHIBIT "A"

Central Avenue, et al. Street Listing

Broadway-El Segundo Boulevard/Alondra Boulevard
Central Avenue-137 feet north of 121st Street/120 feet south of 131st Street
(with City of Compton)

Central Avenue-500 feet north of Rosecrans Avenue/Rosecrans Avenue
El Segundo Boulevard-Crenshaw Boulevard/20 feet east of Vermont Avenue
(with Cities of Gardena and Hawthorne)

Rosecrans Avenue-Broadway/San Pedro Street
Rosecrans Avenue-Avalon Boulevard/67 feet west of Central Avenue
(with City of Compton)

A G R E E M E N T A N D A S S I G N M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF HAWTHORNE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, El Segundo Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on El Segundo Boulevard from Crenshaw Boulevard to 20 feet east of Vermont Avenue, including the reconstruction of curb, gutter, sidewalk, driveways and cross gutters, and the construction of wheelchair ramps and bus pads, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT, which is called Central Avenue et al., includes work on the streets shown on Exhibit "A" and is jurisdictionally shared with CITY, City of Compton, City of Gardena, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, City of Compton, City of Gardena, and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, construction engineering, and contract administration as more fully set forth herein; and

WHEREAS, CITY is willing finance its jurisdictional share of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Four Hundred Ninety Thousand and 00/100 Dollars (\$3,490,000.00) with City of Compton's share being One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), City of Gardena's share being Six Hundred Eighty-four Thousand and 00/100 Dollars (\$684,000.00), CITY'S share being One Hundred Ninety-two Thousand and 00/100 Dollars (\$192,000.00), and COUNTY'S share being Two Million Four Hundred Sixty-four Thousand and 00/100 Dollars (\$2,464,000.00); and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by assigning a portion of its available Federal Transportation Equity Act for the 21st Century Surface Transportation Program (STP) funds to COUNTY, currently estimated to be One Hundred Ninety-two Thousand and 00/100 Dollars (\$192,000.00); and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance its jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph (3) d., below.
- b. To assign a portion of CITY'S available STP funds to COUNTY, currently estimated to be One Hundred Ninety-two Thousand and 00/100 Dollars (\$192,000.00), to finance its jurisdictional share of COST OF PROJECT.
- c. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- d. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- e. To obtain, if necessary, and grant COUNTY any temporary or permanent right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- f. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.

- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance its jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph (3) d., below.
- c. To accept CITY'S assignment of STP funds.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual

total COST OF PROJECT including an itemization of actual unit costs and actual quantities for PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, and required materials; detour; final signing and striping; construction inspection and engineering; construction survey; utility relocation; contract administration; and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- d. The final accounting of the actual total cost of PROJECT shall allocate said total cost between CITY, Cities of Compton and Gardena, and COUNTY based on the location of the improvements and/or work done.

Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S jurisdiction shall

be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total cost of PROJECT.

- e. That CITY'S total actual assignment of STP funds shall be an amount equal to its jurisdictional share of COST OF PROJECT, as set forth in paragraph (1) a., above, based on the final accounting.
- f. That if for some reason CITY'S available balance of STP funds is insufficient to finance CITY'S commitment, as set forth in paragraph (3) e., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available STP funds, the total will equal CITY'S jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
- g. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- h. That if CITY'S payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- i. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for

those charges within thirty (30) calendar days of receipt of CITY'S written report.

CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.

- j. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- k. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- l. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- m. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Charles Herbertson
Director of Public Works
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250-4482

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

- n. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability up to an amount equal to be City's share One Hundred Ninety- two Thousand and 00/100 Dollars (\$192,000) imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- o. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability up to an amount equal to be City's share One Hundred Ninety-two Thousand and 00/100 Dollars (\$192,000) imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- p. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same

extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- q. It is understood that the provisions of Assumption of Liability Agreement No.32711, between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HAWTHORNE on _____, 2002, and by the COUNTY OF LOS ANGELES on _____ 2002.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF HAWTHORNE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney

EXHIBIT "A"

Broadway-El Segundo Boulevard/Alondra Boulevard
Central Avenue-137 feet north of 121st Street/120 feet south of 131st Street
(with City of Compton)

Central Avenue-500 feet north of Rosecrans Avenue/Rosecrans Avenue
El Segundo Boulevard-Crenshaw Boulevard/20 feet east of Vermont Avenue
(with Cities of Gardena and Hawthorne)

Rosecrans Avenue-Broadway/San Pedro Street
Rosecrans Avenue-Avalon Boulevard/67 feet west of Central Avenue
(with City of Compton)